

EXHIBIT A



Provider Manual

General Information

This Caremark Provider Manual ("Provider Manual") supersedes all previous versions of OnLine Infos, PCS policies, and PCS, AdvancePCS, Caremark, PharmaCare (which includes ClaimsPro, United Provider Services, and Eckerd Health Services), and RxAmerica provider manuals.

Capitalized terms used in the Provider Manual not defined in the Glossary of Terms shall have the same meaning as in the Provider Agreement.

Proprietary Statement

The information contained in this Provider Manual is confidential and proprietary to Caremark and provided for business purposes only. Provider cannot copy, reproduce, distribute or otherwise share the information contained in this Provider Manual except as authorized by the Provider Agreement. The Caremark Provider Manual must be surrendered to Caremark upon termination as a Provider for whatever reason.

Document Adherence

The Provider Manual is a part of the Caremark Documents and incorporated into the Provider Agreement with Caremark. Provider must abide by the provisions and terms set forth in the Provider Agreement. Nonadherence to any of the provisions and terms of the Provider Agreement (which includes the Provider Manual and all other Caremark Documents) will be a breach of the Provider Agreement with Caremark.

Help Desk

Inquiries for which the Provider Manual or the claim system response does not address can be directed to the interactive voice response (IVR) system or the Caremark Help Desk. The IVR is available 24 hours a day, 7 days a week, excluding downtime for maintenance and service. The Caremark Help Desk is open every day of the year except Independence Day, Thanksgiving Day and Christmas Day, and is staffed with representatives. Following are the phone numbers corresponding with the appropriate Bank Identification Numbers (BINs):

BIN	PHONE NUMBER
610415*	1-800-345-5413
004336*	1-800-364-6331
610029*	1-800-421-2342
610468	1-800-490-7916
006144	1-800-490-7916
004245	1-800-490-7991
610449	1-800-490-7916
603604	1-800-490-0234
610474	1-800-490-0234
610473	1-877-279-0372**
013303	1-877-279-0372**
012189	1-877-279-0372**

*Puerto Rico Providers call toll-free 1-800-842-7331.

**Unless specified otherwise in pharmacy notifications as Plan Sponsor specific phone numbers may apply

Help Desk representatives will use reasonable efforts to assist Providers. A licensed pharmacist also will be available to answer questions. However, the pharmacist will not be able to provide any professional advice with respect to the provision of Pharmacy Services.

Contact Information

Providers must send inquiries, grievances and requested changes in writing about the information communicated in the Provider Manual or Caremark Documents, or other questions in general to:

Caremark

Attn: Network Management, MC 080

9501 East Shea Boulevard

Scottsdale, Arizona 85260

Any notice to Caremark must also be addressed and delivered to:

Caremark
Attn: General Counsel
211 Commerce, Suite 800
Nashville, Tennessee 37201

Notwithstanding the foregoing, Caremark may give notice to Provider (1) via the claims adjudication system; (2) by facsimile via the facsimile number, or by e-mail via the e-mail address, provided by Provider in Provider's enrollment documentation or as otherwise indicated by Provider to Caremark and agreed to by Caremark; or (3) via a Caremark website for which Provider will be given access.

Notices are deemed received on the date of delivery to the other party when delivered in person, by air courier, by e-mail, by facsimile, or by certified mail. If notice is sent by first class mail, the notice is deemed received on the third business day after the date such notice was mailed.

The terms of this **Notices** section apply notwithstanding any other provision in the Provider Agreement.

Amendments

From time to time, and notwithstanding any other provision in the Provider Agreement (which includes the Provider Manual), Caremark may amend the Provider Agreement, including the Provider Manual or other Caremark Documents, by giving notice to Provider of the terms of the amendment and specifying the date the amendment becomes effective. If Provider submits claims to Caremark after the effective date of any notice or amendment, the terms of the notice or amendment is accepted by Provider and is considered part of the Provider Agreement.

Enforceability

In the event that any provision or term set forth in the Provider Agreement is determined invalid or unenforceable, such invalidity and unenforceability will not affect the validity or enforceability of any other provision or term set forth in the Provider Agreement.

Arbitration

Any and all disputes in connection with or arising out of the Provider Agreement by the parties will be exclusively settled by arbitration before a single arbitrator in accordance with the Rules of the American Arbitration Association. The arbitrator must follow the rule of Law, and may only award remedies provided for in the Provider Agreement. The award of the arbitrator will be final and binding on the parties, and judgment upon such award may be entered in any court having jurisdiction thereof. Any such arbitration must be conducted in Scottsdale, Arizona, and Provider agrees to such jurisdiction, unless otherwise agreed to by the parties in writing. The expenses of arbitration, including reasonable attorney's fees, will be paid for by the party against whom the award of the arbitrator is rendered. Except as may be required by Law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties. Arbitration shall be the exclusive and final remedy for any dispute between the parties in connection with or arising out of the Provider Agreement; provided, however, that nothing in this provision shall prevent either party from seeking injunctive relief for breach of this Provider Agreement in any state or federal court of law.

However, prior to a party initiating an arbitration, such party shall request in writing to the other party ("Dispute Notice") a meeting of authorized representatives of the parties for the purpose of resolving the dispute. The parties agree that, within ten (10) days after issuance of the Dispute Notice, each party shall designate a representative to participate in dispute resolution discussions which will be held at a mutually acceptable time and place (or by telephone) for the purpose of resolving the dispute. Each party agrees to negotiate in good faith to resolve the dispute in a mutually acceptable manner. If despite the good faith efforts of the parties, the authorized representatives of the parties are unable to resolve the dispute within thirty (30) days after the issuance of the Dispute Notice, or if the parties fail to meet within such thirty (30) days, either party may, by written notice to the other party, submit the dispute to binding arbitration. The terms of this **Arbitration** section apply notwithstanding any other provision in the Provider Agreement.

Force Majeure

Caremark and Provider are excused from performance under the Provider Agreement to extent that either Caremark or Provider is prevented from performing all or any part of the Provider Agreement as a result of causes that are beyond the affected party's reasonable control, including, but not limited to, fire, flood, earthquakes, tornadoes, other acts of God, war, work strikes, civil disturbances, power or communications failure, court order, government intervention, a change in Law, a significant change in the industry, or third party nonperformance.